

# **EXHIBIT “D”**

\$225,392.89

January 22, 2007  
New Albany, Indiana

**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned, **Ernie Elder, individually, a Tennessee resident**, whose mailing address is 130 Deer Point, Byrdstown, TN 38549 (hereinafter referred to as "Debtor"), promises to pay ON DEMAND to the order of **EASTERN LIVESTOCK CO., LLC**, of 135 West Market Street, New Albany, IN 47150 (hereinafter referred to as "Holder") the principal sum of \$225,392.89 in lawful money of the United States. The principal balance of this Note outstanding shall bear interest (computed on a daily basis) from date of execution until paid at a rate of one and  $\frac{1}{4}$  percent (1.75%) above the Prime rate as published in the Wall Street Journal per annum.

**Debtor** agrees to remain and continue bound for the payments of the principal and interest of this Note notwithstanding any extension or extensions of the time of the payment of said principal, or any change or changes in the amount or amounts to be paid under and by virtue of the obligation to provided for in this Note, or any change or changes by way of release or surrender of any collateral, real or personal, held as security for the payment of this Note, and waives all and every kind of notice or such extension or extensions, change or changes;

**Debtor** waives presentment, notice of dishonor, protest, notice of protest and diligence in collection, and all exemptions, whether homestead or otherwise, which it may now or hereafter be entitled under the laws of the State of Missouri, Indiana or any other states;

**Debtor** agrees, upon default, to pay all costs of collecting, securing or attempting to collect or secure this Note, including reasonable attorney's fees, whether same be collected or secured by suit or otherwise, providing the collection of such costs and fees are permitted by applicable laws.

**Debtor** further authorizes Holder to apply toward any debt owed under this Note or any prepayment of the same which Holder may elect at its sole discretion, any and all sums representing commissions or wages or advances due and owing Borrower, either currently on the books of Holder, or hereafter earned by Borrower.

This Note is to be construed and enforced according to the laws of the State of Indiana. Any action, claim, lawsuit or dispute may, at Holder's discretion, be brought in a court of proper jurisdiction in Floyd County, Indiana.

*Ernie Elder*  
Ernie Elder, Individually  
Debtor

STATE OF TENNESSEE )  
COUNTY OF *Pickett* ) SS  
                       )

I, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing document was produced to me and acknowledged and delivered before me by Ernie Elder, individually, on the        day of January, 2007, to be his free act and deed.

My Commission Expires: 1/31/2011

*Donna Anderson*  
NOTARY PUBLIC

